

Commission Order # _____



AGREEMENT FOR CARES FUNDING

Public Entity Public Safety Employee Expenses

THIS AGREEMENT dated the _____ day of _____, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the **City of Columbia**, a public entity organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government and County received over \$40,000,000 in applications for the award of said funding; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally-responsible manner; and

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; and

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.
2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. ***Approved Funding / Contract Not-To-Exceed.*** County will pay Awardee an amount not-to-exceed **three million eighty-two thousand two hundred fifty two dollars and 36/100 (\$3,082,252.36)** to facilitate Awardee's public safety employee expenses for employees presumed to be substantially dedicated to the COVID-19 response as set out in its submitted application for CARES funding.

4. ***Submission of Expenditure Documentation & Unspent Funding.***

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. ***Certification at conclusion of services under Agreement.*** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.

- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. ***Modification or Amendment.*** In the event Awardee requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. ***Employment of Unauthorized Aliens Prohibited.*** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Awardee a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon 15 days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, Awardee agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between County and Awardee.

16. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposals or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for Awardee funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: City of Columbia, 701 E. Broadway, Columbia, MO 65201

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

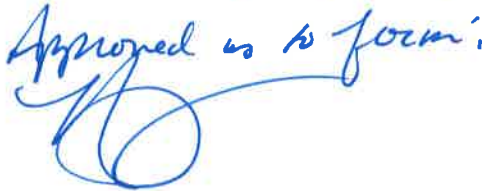
City of Columbia, Awardee

By:



Printed Name & Title:

John Glascock, City Manager

Approved as to form:


Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse, County Counselor

BOONE COUNTY AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature

Date

Appropriation Account

BOONE COUNTY, MISSOURI
AGREEMENT FOR CARES FUNDING
EXHIBIT A

Personnel-related expenditure submission format

Documentation for personnel- related expenses shall contain the following data for each employee:

- First and Last Name
- Job Title
- Date(s) of relevant payroll hours
- Base Rate of Pay (“Hazard Pay” or any similar add-on to normal pay rates should NOT be included)
- Regular Hours Worked (Do not include paid leave hours such as sick or vacation time, holidays, on-call time, or any other hour type during which an employee was not actually performing work)
- Overtime Hours Worked
- For employee types other than Public Safety and Public Health Employees, a description of how the employee’s work during the submitted hours was “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.”